



The Comptroller General
of the United States

Washington, D.C. 20548

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Decision

Matter of: Flex-Key Corporation

File: B-229630

Date: December 10, 1987

DIGEST

1. A bid in which a line item price for a material requirement is omitted is nonresponsive and must be rejected.
2. A nonresponsive bid may not be corrected and accepted even though it would result in monetary savings to the government since acceptance would compromise the integrity of the competitive bidding system.

DECISION

Flex-Key Corporation protests the rejection of its bid as nonresponsive under invitation for bids (IFB) No. DAAB07-87-B-G264, issued by the Department of the Army for keyboards. Flex-Key did not enter its pricing in the spaces provided in the bid schedule, but instead quoted a price for the required 290 production units and a required "burn-in" test in a cover letter which accompanied its bid. The Army determined that Flex-Key's bid was nonresponsive because Flex-Key failed to price the other two line items, First Article requirements and Reliability Screening Specification Report, in either the bid schedule or the cover letter.

Flex-Key admits not pricing the two items; however, it contends that the Army should assume that all costs were included in the price offered in the cover letter since it normally includes such items in its prices, and that an extremely competitive bid should not be rejected because of an unintentional, minor clerical error.

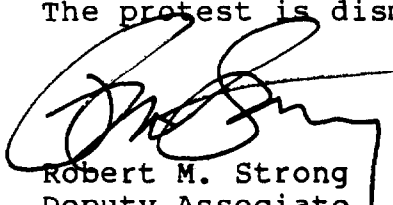
The Army urges us to dismiss the protest under 4 C.F.R. § 21.3(f) (1987), without obtaining an agency report because it is clear on its face that the protest is without legal merit. We agree.

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Responsiveness is determined as of the time of bid opening. Johnson Moving & Storage Co., B-221826, Mar. 19, 1986, 86-1 C.P.D. ¶ 273. A responsive bid must present an unequivocal offer to perform the exact thing called for in the solicitation, so that government acceptance of the bid legally binds the offeror to perform in accordance with all the material terms of the solicitation. Record Press, Inc., B-225517, Mar. 20, 1987, 87-1 C.P.D. ¶ 321. We have held that first article requirements constitute material terms. See Delco Industrial Textile Corp., B-223968, Oct. 29, 1986, 86-2 C.P.D. ¶ 490. Therefore, as a general rule, a bid like Flex-Key's must be rejected as nonresponsive; acceptance would not obligate the firm to provide the unpriced items as part of the other items or services for which prices were submitted. Makoor Products Mfg. Co., B-222154, Mar. 13, 1986, 86-1 C.P.D. ¶ 255. As a legal matter, the government cannot view the protester's quoted price, specified as being for 290 keyboards and the "burn-in" test, as also including the firm's intended price for a first article and for the report requirements. Id.

Although rejection of Flex-Key's bid may add to the cost of this procurement, we consistently have held that a non-responsive bid may not be accepted, even though it would result in savings to the government, since acceptance would compromise the integrity of the competitive bidding system. Industrial Structures, Inc., 64 Comp. Gen. 768 (1985), 85-2 C.P.D. ¶ 165. Finally, to the extent that Flex-Key's protest can be construed as a request to correct a mistake in the bid, we note that mistake-in-bid procedures cannot be used to transform a nonresponsive bid into a responsive one. See Goodway Graphics of Virginia, Inc.--Reconsideration, B-193193, May 14, 1979, 79-1 C.P.D. ¶ 342.

The protest is dismissed.


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